

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF PENNSYLVANIA

IN RE: GENERIC PHARMACEUTICALS
PRICING ANTITRUST LITIGATION

MDL 2724
16-MD-2724

HON. CYNTHIA M. RUFÉ

THIS DOCUMENT RELATES TO:

*Molina Healthcare, Inc. vs. Actavis Elizabeth,
LLC, et al.*

Individual Case No. 20-695

ORDER

AND NOW, this 21st day of June 2021, upon consideration of the attached Joint Stipulation, it is hereby **ORDERED** that the Stipulation is **APPROVED**. Pursuant to the terms of the Stipulation, all claims against Endo International plc are hereby **DISMISSED without prejudice**, with each party to bear its own costs and attorneys' fees.

It is so **ORDERED**.

BY THE COURT:

/s/ Cynthia M. Rufe

CYNTHIA M. RUFÉ, J

**UNITED STATES DISTRICT COURT
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THIS DOCUMENT RELATES TO:

Molina Healthcare, Inc. vs. Actavis Elizabeth, LLC, et al, 2:20-cv-00695

HON. CYNTHIA M. RUFE

Individual Case No.: 2:20-cv-00695

JOINT STIPULATION

WHEREAS, Plaintiff Molina Healthcare, Inc. (“Plaintiff”) amended its December 27, 2019¹ complaint on December 15, 2020, in the action *Molina Healthcare, Inc. v. Actavis Elizabeth, LLC, et al.*, Case No. 2:20-cv-00695, in the Eastern District of Pennsylvania (the “Action”), against various Defendants including Endo International plc; Par Pharmaceutical Companies, Inc. and Par Pharmaceutical, Inc.;

WHEREAS, the Endo/Par Defendants deny Plaintiff’s allegations in the Action;

WHEREAS, Plaintiff continues to investigate potential collusive conduct as alleged in the complaint, including whether, and/or the extent to which, Endo participated in or is responsible for any collusive conduct alleged in the complaint, but Plaintiff is willing to take additional time to determine whether such claims should be asserted against Endo;

¹ Service of the December 27, 2019 Complaint was attempted on Endo International plc on March 22, 2021. Despite being the operative complaint at the time of the attempted service, the Amended Complaint (dated December 15, 2020) has not been served on Endo International plc as of the date of this Stipulation.

WHEREAS, counsel for the Endo/Par Defendants has represented that Par Pharmaceutical, Inc. is the proper entity to be named in the Action;

WHEREAS, the Parties have agreed to suspend and toll as of the date of the filing of the Amended Complaint (December 15, 2020) any and all applicable limitations, laches, or repose periods that may apply to Endo International plc with respect to the Action (the “Limitations Period”);

WHEREAS, with such protection against the statute of limitations and related principles, Plaintiff shall move forward at this time only with respect to its claims against Par Pharmaceutical Companies, Inc., Par Pharmaceutical, Inc., DAVA Pharmaceuticals, LLC, and Generics Bidco I, LLC, in the Action; and it will dismiss without prejudice its claims in the Action against Endo International plc.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED by and among the undersigned counsel, on behalf of their respective clients, as follows:

1. All Limitations Periods, including statutes of limitations, statutes of repose and laches that had not expired as of December 15, 2020 are hereby suspended, stayed, or tolled, with respect to the claims set forth in the complaint against Endo International plc. Unless this Stipulation is extended by further agreement of the Parties, such tolling shall run from December 15, 2020 through December 15, 2022 (the “Tolling Periods”).

2. All claims against Endo International plc are hereby dismissed without prejudice, with each Party to bear its own costs and attorneys’ fees.

3. For purposes of the Action, Par Pharmaceutical, Inc. represents that it has possession, custody, or control of all existing documents and information related to the sale or marketing of generic medications in the United States by any of the Endo/Par Defendants.

4. Nothing in this Stipulation shall prevent any Party from commencing any civil action, arbitration, or proceeding against any other Party.

5. Other than as expressly provided, nothing in this Stipulation shall affect any claim or defense available to the Parties (including jurisdictional defenses), and this Stipulation shall not be deemed to revive any claim that is or was already barred as of December 15, 2020. Nothing in this Stipulation, or the circumstances giving rise to the Stipulation, shall be construed as an acknowledgment by the Parties that a claim has or has not been barred by any applicable Limitations Period or any other defense, legal, equitable or otherwise, based upon the lapse or passage of time prior to execution of the Stipulation, or after the expiration of the Tolling Period. The Parties to this Stipulation hereby expressly reserve any and all claims, counterclaims, causes of action and defenses to the same which they may have, except as indicated above with respect to a defense based on any applicable Limitations Period. The Parties to this Stipulation hereby expressly reserve any and all rights with respect to party or third-party discovery in the Action.

6. The Parties agree that the doctrine of *contra proferentum* shall not apply and that this Stipulation shall not be construed against the Party that drafted it.

7. The Parties further agree that nothing contained in this Stipulation shall be considered, construed or deemed an admission of liability, fault or other wrongdoing by any Party, or an attempt to allocate liability or fault.

8. This Stipulation shall be binding upon and inure to the benefit of each of the Parties and their respective successors, assigns, affiliates, parents, subsidiaries, officers, directors, agents and other representatives.

9. This Stipulation shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania without reference to its choice of law rules.

10. Each of the undersigned represents and warrants he or she is duly authorized to enter into this Stipulation and that each intends the Stipulation to be a valid and binding obligation, enforceable in accordance with its terms.

11. This Stipulation may be executed in multiple counterparts, and an electronically scanned (in either .pdf or .tiff format) signature will be considered an original signature for purposes of execution of this Stipulation. Each counterpart shall be deemed to be an original as against a Party whose signature appears thereon and all of which shall together constitute one and the same instrument.

12. This Stipulation contains the entire agreement of the Parties with respect to the issue of tolling any applicable Limitations Period.

13. Any amendment to this Stipulation (including any extension of this Stipulation or any Tolling Periods) shall be invalid unless in writing, referencing this agreement, and signed by or on behalf of all Parties to which the amendment applies.

14. If any provision, covenant, condition or term of this Stipulation shall be held to be invalid or unenforceable, in whole or in part, such invalidity or unenforceability shall not affect the remainder of this Stipulation. The invalid or unenforceable provision, covenant, condition or term shall be substituted by a provision, covenant, condition or term which, according to the Parties' intention, achieves to the nearest extent possible the same effect as would have been achieved by the invalid provision, covenant, condition or term.

IT IS SO STIPULATED.

Dated: June 15, 2021

LOWEY DANNENBERG, P.C.

WILLIAMS & CONNOLLY LLP

/s/ Peter D. St. Phillip

Peter D. St. Phillip
Thomas Skelton
44 South Broadway, Suite 1100
White Plains, New York 10601
Tel. 914-997-0500
PStPhillip@lowey.com
TSkelton@lowey.com

Laura K. Mummert
LOWEY DANNENBERG, P.C.
One Tower Bridge
100 Front St., Suite 520
West Conshohocken, PA 19428
Tel. 215-399-4770
lmummert@lowey.com

Todd Schneider
Jason Kim
**SCHNEIDER WALLACE COTTRELL
KONECKY LLP**
2000 Powell Street, Suite 1400
Emeryville, California 94608
Tel.: 415-421-7100
TSchneider@schneiderwallace.com
JKim@schneiderwallace.com

*Attorneys for Plaintiff Molina Healthcare,
Inc.*

/s/ John E. Schmidtlein

John E. Schmidtlein
Sarah F. Kirkpatrick
Brian T. Gilmore
725 Twelfth St., NW
Washington, DC 20005
Tel: (202) 434-5000
Fax: (202) 434-5329
jschmidtlein@wc.com
skirkpatrick@wc.com
bgilmore@wc.com

Attorneys for the Endo/Par Defendants